DOCUMENT RESUME

ED 154 717 HE 010 013

TITLE	Agreement Between Rhode Island Board of Regents and University of Rhode Island Chapter American Association of University Professors, 1977-1979.
INSTITUTION	Rhode Island Univ., Kingston.
PUB DATE	77
NOTE	43p.
EDRS PRICE	MF-$0.83 HC-$2.06 Plus Postage.
DESCRIPTORS	Academic Freedom; Affirmative Action; *Arbitration; *Collective Bargaining; College Deans; *College Faculty; Consultants; *Contracts; Faculty Workload; Fringe Benefits; Grievance Procedures; Higher Education; *Negotiation Agreements; Retrenchment; Student Evaluation of Teacher Performance; Teacher Promotion; Teacher Salaries; Teacher Selection; Tenure; *Unions
IDENTIFIERS	American Association of University Professors; Department Chairpersons; *University of Rhode Island

ABSTRACT

The agreement reached between the Rhode Island Board of Regents and the University of Rhode Island Chapter of the American Association of Univeristy Professors (AAUP) is presented. Items covered in the agreement include: recognition of AAUP; non-discrimination; academic freedom; selection of deans, department chairmen, and faculty members; workload; salaries; fringe benefits; annual review; and promotion process. Also covered are tenure, leaves, outside consultation, and grievance procedure. Appendices contain items on salaries (1977-78 and 1978-79), exceptional salary increases, chairman's supplement, student evaluation of teaching, and retrenchment study committee. (SPG)

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A G R E E M E N T

BETWEEN

RHODE ISLAND BOARD OF REGENTS

AND

UNIVERSITY OF RHODE ISLAND CHAPTER

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

1977 - 1979

HE010013

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AGREEMENT

In this Agreement entered into this _____ day of _____, 1977 by and between the State Board of Regents hereinafter referred to as the Board and the University of Rhode Island Chapter of the American Association of University Professors, referred to hereinafter as the Association, the parties hereby agree as follows:

DEFINITIONS

1. Throughout this Agreement the personal pronouns he, his, and him, and such nouns as chairman are meant to imply their standard English grammatical connotation of male or female as appropriate.

2. "University" shall be defined as the Administration of the University of Rhode Island, including the President and other administrative officers, and excluding individuals included in the bargaining unit as defined under Article I Recognition.

3. "Bargaining Unit" shall be defined as those who are specified in the certification(s) issued by the Rhode Island State Labor Relations Board.

4. "Commissioner" shall be defined as the Commissioner or Acting Commissioner of Education for the State of Rhode Island.

5. "President" shall be defined as the chief executive officer or acting chief executive officer of the University.

6. "Association" shall be defined as the University of Rhode Island Chapter of the American Association of University Professors.

7. "Continuing appointment" shall be defined as assignment to an ongoing faculty position; such assignment shall normally assume annual renewal.

8. "Faculty" as used in this Agreement means a member of the bargaining unit as defined in the Recognition Clause, Article I.

9. Part-time faculty shall be defined as any individual who has been appointed on a continuing basis for at least 50% of time as designated in his letter of appointment.

10. "Tenured faculty" shall be defined as those faculty who have been awarded academic tenure.

11. The term "Temporary Appointment" refers to persons who are assigned to temporary vacancies resulting from the absence of faculty on continuing appointment because of sickness, exchange of professorships, approved leaves, emergency personal situations, and emergency personnel situations such as temporary or unforeseeable enrollment fluctuations or late resignations of faculty.

12. "Terms and conditions" contained herein shall apply to all full-time and continuing members. Terms and conditions contained herein shall apply to part-time faculty where so specified.

ARTICLE I

RECOGNITION

1.1 The Board hereby recognizes the URI Chapter of AAUP as the exclusive bargaining representative for all faculty presently or hereafter employed by the University in the bargaining unit set forth in the certification issued by the Rhode Island State Labor Relations Board and dated December 21, 1971 for -

> "Full-time and continuing part-time teaching and research faculty including full-time Extension faculty with the rank of professor, associate professor, assistant professor, instructor, or lecturer including librarians with faculty status and department chairmen, but excluding the president, vice presidents, assistant vice presidents, deans, associate deans, assistant deans, adjunct non-continuing part-time, temporary, visiting or clinical faculty, faculty equivalent appointees, faculty in the following positions: Director of the Engineering Instrument Shop, Assistant Director of Athletics, Director of Audio-Visual Services Center, Coordinator of Student Personnel Services, Director of the Adult Daytime Degree Program, Director of the Academic Computer Center, Legal Counsel to the President, University Librarian and University Archivist, Director of the Counseling Center, Associate Director of Cooperative Extension Service, Director, International Center for Marine Resource Development, Director, Bureau of Government Research, Assistant Vice President for Academic Affairs, Director of Intercollegiate Athletics; research associates, research assistants, graduate assistants, teaching assistants, coaches, special assistants and special instructors."

ARTICLE II

MANAGEMENT RIGHTS

2.1 The Association recognizes that the Board, the Commissioner of Education and the Administration of the University, have responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the University to the full extent authorized by law.

2.2 The academic year shall begin one (1) week before registration starts and end on the final Commencement Day.

2.3 Faculty members are expected to attend all general faculty meetings called by the Dean or President and department meetings called by their department chairman.

ARTICLE III

NON-DISCRIMINATION CLAUSE

3.1 The Board and the Association agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, political affiliation or beliefs, color, national origin, sex, physical handicap or age; nor will there be discrimination in respect to hiring and retention or any condition of employment because of membership in or activities on behalf of the Association.

3.2 The Association shall not discriminate against, interfere with, restrain, nor coerce an employee from exercising the right not to join the Association and shall not discriminate against any faculty member in the administration of this Agreement because of non-membership in the Association.

3.3 The Association accepts its responsibility as exclusive representative and agrees to represent all faculty members in the bargaining unit without discrimination.

3.4 The Administration and the Association shall adhere to federal and state laws and regulations as they apply to Affirmative Action.

ARTICLE IV

THE UNIVERSITY MANUAL

4.1 When items in the University Manual are in conflict with this Agreement, this Agreement shall take precedence. If no conflict exists, then the University Manual remains in force. The University Manual is not subject to the grievance or arbitration procedure.

ARTICLE V

CONSULTATION WITH PRESIDENT AND COMMISSIONER

5.1 The President or his designee shall meet with representatives of the Association, and representatives of the Association shall meet with the President or his designee once each semester for the purpose of discussing proper subjects of collective negotiations that may arise during the life of this Agreement or subsequent Agreements and to discuss those matters necessary to the implementation of this Agreement which are local in nature, provided each party gives fifteen (15) days written notice to the other party advising of a date and time for meeting and provided each party submits a written agenda no less than five (5) days before the scheduled date of the meeting.

5.2 The Commissioner or his designee shall meet with representatives of the Association, and representatives of the Association shall meet with the Commissioner or his designee once each semester for the purpose of discussing proper subjects of collective negotiations that may arise during the life of this Agreement or subsequent Agreements and to discuss those matters necessary to the implementation of this Agreement, provided each party gives fifteen (15) days written notice to the other party (including a copy to the President) advising of a date and time for meeting and provided each party submits a written agenda no less than five (5) days before the scheduled date of the meeting.

5.3 Nothing contained herein shall prevent the Association from consulting with the Commissioner and the President at times other than those set forth above, if matters of mutual concern arise of an urgent or emergency nature.

ARTICLE VI

MEMBERSHIP LISTS

6.1 The University shall provide, not later than October 15 and February 15 of each year, a list of all new faculty appointments and terminations within the unit.

ARTICLE VII

ACADEMIC FREEDOM

7.1 Faith in the fundamental importance of freedom forms a major theme in the history, government and tradition of the State of Rhode Island and Providence Plantations and of the United States of America. Freedom is also recognized on practical grounds as vital to the scholar in his search for and dissemination of truth. Although academic freedom is not written into law, it is well established in custom and grounded in traditions of long standing in the colleges and universities of the Western world, protecting professional scholars and teachers from interference with their obligation to pursue truth. Though it is a specific kind of freedom peculiar to members of the teaching profession in higher education, its benefits ultimately accrue as much to the public at large as to the scholars themselves. In fact, the present age of accelerating change emphasizes that education must stress development of the capacity for critical thought, a capacity that can be achieved only when freedom in inquiry and discussion prevail. Therefore, in accordance with the ideals of state and nation, and in order that the institutions under its jurisdiction might perform well the functions for which they are established, the Board of Regents and the Association affirm their unqualified acceptance of the principle of freedom in inquiry and expression.

7.2 Academic freedom has been defined and codified in a statement of principles that was prepared by representatives of the American Association of University Professors and the Association of American Colleges. Adopted by both organizations in 1941 and later endorsed by many other professional and learned societies, it is known as "The 1940 Statement of Principles on Academic Freedom and Tenure." The Board of Regents and the University of Rhode Island unconditionally endorse the 1940 Statement, including the following pertinent passages:

"Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher* or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

"Academic freedom is essential to these purposes and applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspects is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

"The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

"The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

*The word "teacher" as used in this document is understood to include the investigator who is attached to an academic institution without teaching duties.

"The college or university teacher is a citizen, a member of a learned profession, and an officer of an education institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman."

7.3 The university faculty member is a citizen, and like other citizens, should be free to engage in political activities so far as he is able to do so consistent with his obligations as a faculty member.

7.4 Many kinds of political activity (e.g., holding part-time office in a political party, seeking election to any office under circumstances that do not require extensive campaigning, or serving by appointment or election in a part-time political office) are consistent with effective service as a member of a faculty. Other kinds of political activity (e.g., intensive campaigning for elective office, serving in a state legislature, or serving a limited term in a full-time position), will often require that the faculty member seek a leave of absence from the university.

7.5 A leave of absence incident to political activity should, when practicable, come under the university's normal rules and regulations for leaves of absence without pay.

ARTICLE VIII

SELECTION OF DEANS

8.1 Whenever a vacancy occurs in one of the following positions: Deans of the Colleges, Dean of the Graduate School, Dean of the Graduate School of Oceanography, Dean of the Graduate Library School, Dean of the Division of University Extension, Dean of the Summer Session and Dean of University College, the President shall appoint an advisory committee to assist in filling the vacancy. The committee shall have five (5) members drawn from segments of the academic community most immediately concerned or with special knowledge of the requirements of the position to be filled. Two (2) faculty members shall be selected by the Association and student members shall be appointed by the President when deemed appropriate by the committee. The committee membership may be enlarged by the President when wider representation of interest is desirable.

8.2 The advisory committee shall help assemble by various means, including the solicitation of names by canvass when appropriate, suitable list of candidates for the vacant office; shall screen the candidates by reviewing their qualifications; shall make recommendations regarding the candidates to the President.

ARTICLE IX

DEPARTMENT CHAIRMEN

9.1 Position of the Chairman. Department Chairmen are essentially department administrators. They are responsible to the college Dean and then to the President for

administering University policies and for providing administrative leadership to the department of which they are active members, and which they are appointed to lead.

The duties and responsibilities of department chairmen are as follows: A department chairman shall have administrative responsibility for the program of the department under the Dean of his college; provide leadership to department members in planning and developing policies and programs; evaluate the instructional, research and administrative processes of the department and make recommendations to the Dean; evaluate periodically the department members and report the evaluations as required; recommend appointments, reappointments, award of tenure, promotions and dismissals of department members; insure that adequate supervision, advice and training are provided to new department members and others who might profit therefrom; generally promote the welfare of the department and the University by every appropriate means; and carry out such other duties as are set forth elsewhere in the University Manual.

9.2 Search Committee. When it is determined that the position of chairman of a department will become vacant, the Dean of the college shall appoint within thirty (30) days of such determination a Search Committee to be charged with the compilation of a list of recommended candidates for submission to the Dean and thence to the Vice-President for Academic Affairs and to the President.

This Committee shall consist of no fewer than five (5) and no more than seven (7) members of the full-time faculty, at least one (1) but not more than two (2) of whom shall be chosen from outside the department in question, but with interests closely allied to those of the department. The outgoing department chairman shall not be a member of the Search Committee. An acting chairman may be a member of the Search Committee if he is not a candidate for the position. In the case of departments with fewer than four (4) members, the Dean shall appoint the Committee, provided that the membership chosen from outside the department shall not exceed the total number of department representatives. The Committee shall choose its own chairman.

9.3 Screening and Interviews. The Search Committee shall solicit names of possible candidates from the University faculty and elsewhere. Names of candidates from within the present faculty, as well as those from without, may be considered. The Search Committee shall adhere to the principles of Affirmative Action and will arrange for on-campus interviews of candidates in conjunction with the Dean of the college, who will arrange in advance through the Vice-President for Academic Affairs for necessary travel reimbursement for the candidates. The number of candidates invited to visit the campus will be decided by the Search Committee and the Dean. Any candidate visiting the campus will meet with the faculty of the department and the Dean, and whenever possible with the Dean of the Graduate School, the Vice-President for Academic Affairs and the President of the University. The candidate shall also be given the opportunity to meet with graduate and undergraduate students of the department under such conditions as can conveniently be arranged.

9.4 Choice of Candidate. After the Search Committee has conducted appropriate interviews and completed its screening, it shall submit to the Dean the name(s) of acceptable candidates in order of preference, if any. The Dean will forward with recommendation(s) the name(s) of the candidate(s) to the Vice-President for Academic Affairs and the President. The President may appoint one of the candidates recommended by the Search Committee. If the President cannot accept any

of the candidates suggested, he shall explain in writing to the Chairman of the Search Committee the reason(s) for his decision, and will request the Committee to continue its search until a candidate acceptable to the Committee and the President is appointed.

9.5 Duration of Appointment. The initial appointment of a department chairman shall be for a three-year period, and it may be renewed for terms of three (3) years each upon the recommendation of the Dean subject to conditions set forth under Section 9.6 below. A chairman will normally serve no more than four (4) consecutive terms for a total service of twelve (12) years. Upon petition of two-thirds of the department faculty on full-time continuing appointment of the rank of instructor or above, and upon approval of such petition by the Dean of the college presented to the President no later than March 15 of the third year of the chairman's fourth term of office, the President may appoint a chairman for an additional three-year term. If the President declines to appoint the chairman to a fifth term, he shall explain his reasons in writing to the Dean and to the department faculty by April 1, and shall request that a search for a new chairman be instituted under the provisions of Section 9.2 of this Agreement. Any further reappointment beyond a five-term limit shall be the subject of special negotiations among the department faculty, the Dean of the college, the Vice-President for Academic Affairs, and the President.

If a department chairman resigns before the end of any three-year term, an acting chairman shall be appointed by the President upon the recommendation of the Dean of the college in consultation with the members of the department.

9.6 Renewal of Appointment. The President shall reappoint a chairman upon the advice of the Dean of the college, who shall meet with and receive the vote of the full-time members of the department on a continuing appointment with the rank of instructor or above. This meeting and the vote of the faculty shall be held no later than February 15 of the third year of the chairman's term. The meeting shall be convened by the Dean, and the chairman shall not be in attendance. The Dean shall solicit from the full-time and continuing faculty written recommendations regarding the retention of the chairman. These recommendations, received from those faculty who may choose to submit them, shall be forwarded by the Dean together with the vote and his own written recommendation, to the Vice-President for Academic Affairs and thence to the President no later than March 15, and the chairman and the department faculty shall be advised concurrently in writing of the Dean's recommendation. If the Dean's recommendation is positive and the President accepts it, the chairman shall be notified of his reappointment no later than April 1. If the President does not accept the recommendation of the Dean or the department, he shall explain his reason(s) in writing to the Dean and the department.

9.7 Annual Review of the Chairman. The chairman shall be subject to all of the procedures to be followed for all faculty in matters of recommendation for his own promotion, retention, non-renewal, termination, or award of tenure as a faculty member as provided under Article XIV The Annual Review. The Dean of the college shall prepare the Annual Review of the chairman in the same manner as it is prepared by the chairman for other faculty. All peer evaluations as required under Section 14.7 shall be submitted to the Dean. The chairman's Annual Review shall remain with the Dean so long as the chairman holds his position. The chairman shall have the same access to his own Annual Review as provided for all other faculty. Once the chairman resigns his position, either to return to the teaching faculty of his department, to leave the University, or

to retire, a copy of his file of Annual Reviews shall be forwarded by the Dean to the department for filing or other disposal in the same manner practices within the department for all other faculty.

9.8 Chairmen shall be appointed at a salary and rank commensurate with their professional qualifications.

9.9 A chairman shall be given a calendar year appointment when the responsibilities and duties of his office warrant it. This will be determined by the Dean of the college and the Vice President for Academic Affairs.

9.10 A chairman appointed on an academic year basis shall be eligible to recontract for the summer at no less than 4% and no more than 20% of his academic salary, the amount to be determined in consultation with the Dean and Vice President for Academic Affairs upon approval of the President. The Vice President shall notify the chairman of the amount by June 1. If the chairman is recontracted on this basis and chooses in addition to teach or to conduct other work for remuneration (e.g., outside grants) the combined amount shall not exceed 22% of the chairman's academic salary.

9.11 Summer Replacement for Chairmen. A chairman on academic year contract who does not recontract for the summer when the requirements of the position make it necessary as determined by the Dean and the Vice President for Academic Affairs, may designate with the concurrence of the Dean a senior ranking faculty member within his department to act on his behalf during the summer term. Such faculty member shall be eligible to recontract for the summer at no less than 4% and no more than 20% of his academic salary, the amount to be determined in consultation with the Dean and Vice President for Academic Affairs upon approval of the President.

9.12 Relinquishment of Position for Other Duties. If a chairman accepts any administrative duty on a temporary or emergency basis (interim or acting Dean, Assistant or Associate Dean, interim or acting Vice President, or any similar or related position) he shall be removed immediately from the bargaining unit, and he shall at once relinquish his position as chairman. Upon recommendation of the Dean and consultation with the department faculty, the President shall appoint an interim or acting chairman to serve for the length of time that the chairman occupies such administrative position for the balance of the academic year if the position is accepted before the academic year has begun. Upon completion of the emergency or temporary duties, the chairman, at his own discretion, may return to his position as chairman and will immediately be returned to the bargaining unit. If the chairman undertakes temporary or emergency administrative duty before the beginning of the academic year, continues to serve into a second academic year after undertaking the duties during the course of an academic year, or chooses to remain in the administrative position, or chooses to return to the department as a faculty member, relinquishing the chairmanship, the position of chairman shall be declared vacant and a new chairman shall be chosen under the provisions of Sections 9.2 through 9.4.

9.13 Position After Retirement, Dismissal, or Resignation. A chairman may resign his position at any time within the specified appointment period without prejudice. While he will normally give notice of one (1) year, he may step down at any time, at which time an acting chairman shall be appointed by the President as noted in Section 9.5, pending selection of a replacement through the Search Committee. A chairman who has resigned his position, provided his rank is tenured and he is not retiring or resigning from the University, will be placed on an academic or calendar year appointment. If he held a calendar year appointment and he is placed on an academic year appointment, his salary shall be adjusted in accordance with Section 10.13 Change of Calendar or Academic Year Appointment. Any additional remuneration because of the position of chairman shall be relinquished.

9.14 Leave Replacement. In the event that a chairman will be absent because of extended leave (sabbatical, leave without pay, and so on) for a period of one (1) semester or longer, a temporary replacement shall be appointed by the President under the conditions which obtain under Section 9.12 above.

9.15 All of the provisions of Article IX are subject to the grievance and arbitration procedures.

9.16 Nothing in this Article shall prevent a department from permitting students to be consulted in the selection process.

9.17 Removal of Chairman. The following procedures shall apply in case it is determined that a chairman should be removed from office prior to the expiration of his three-year appointment period.

9.17.1 If the department faculty determines that the chairman is not properly fulfilling his responsibilities, the faculty may forward to the President a petition for removal of the chairman signed by two-thirds of the full-time members of the department on a continuing appointment with the rank of instructor or above, excluding the chairman, with reasons for such determination stated in writing. The President shall then hold a hearing on the matter with the parties involved, including representation from the Association. Upon conclusion of the hearing, the President shall render his decision in writing with reasons therefore within thirty (30) calendar days to the full membership of the department faculty and to the Dean.

9.17.2 If the President determines that the chairman is not properly fulfilling his responsibilities, he may terminate the appointment of the chairman, explaining his reasons in writing to the Dean of the college, to the chairman, and to the department faculty. If requested by the chairman, the President shall hold a hearing on the matter with the parties involved under the conditions which obtain in Section 9.17.1 above.

ARTICLE X

SELECTION AND APPOINTMENT OF FACULTY MEMBERS

10.1 All members of a department at the rank of instructor and above shall be informed of vacancies and new positions within their departments by the department chairman.

10.2 Unless circumstances prohibit, a department meeting shall be held to determine the basic specifications of each position to be filled, including academic credentials and experience in teaching and research.

10.3 The chairman will review all applications received with all those members of his department who have full-time regular and continuing University appointments and shall report to the Dean of the college candidates to be personally interviewed.

10.4 When candidates are brought to the campus, department members shall be informed and arrangements shall be made for the candidate to meet with as many department members as possible. The candidates' schedule of visits shall also include the Dean of the college involved and normally the Dean of the Graduate School. The Vice-President for Academic Affairs and the President of the University shall at their request be included in the interview.

10.5 The chairman shall seek the opinions of all those members of his department who have full-time regular and continuing university appointments on their choice of candidates before his final recommendation for appointment is submitted to the Dean of the college. The chairman's recommendation shall include a report of the comments of those members of the department who were consulted.

10.6 The question of teaching effectiveness shall be one of the principal factors in deciding faculty appointments (except where research is to be the sole assignment). Those responsible for recommending the appointment of new faculty members shall make a reasonable effort to determine a candidate's teaching effectiveness.

10.7 Each candidate who is appointed shall be informed in writing by the department chairman of the personnel policies of particular importance to new staff members and of his specific official duties.

10.8 If the appointment is approved by the Dean of the college, he shall recommend the appointment of the candidate to the Vice-President for Academic Affairs who, if he approves, makes a recommendation to the President. If the President approves, he shall appoint the faculty member.

10.9 When the majority of a department judges that the size of their department makes it difficult for all members to participate in the selection procedures, the department may form a selection committee to act in its behalf. Departmental selection committees shall be elected from members of the department and shall be representative of all academic ranks in the department. It shall assume the powers and duties of the department in the selection procedure. The department chairman shall serve as chairman of the selection committee.

10.10 Nothing in this Article shall prevent a department from permitting students to participate in the selection process.

10.11 New faculty shall receive an appointment form, Personnel Memorandum (USP-2), stating all special conditions of employment. A copy of same shall be furnished to the Association within thirty (30) days after execution.

10.12 Faculty shall receive a copy of Personnel Action Form (CS-3) with every salary change.

10.13 Change of Calendar or Academic Year Appointment. Any faculty member on calendar year appointment who so requests may be permitted to revert to an academic year appointment upon approval of said request by his Dean. The academic year salary of any faculty member going to academic from calendar year appointment shall be no less than but not necessarily limited to his calendar year salary divided by 1.2.

Whenever it is desirable, after consultation among the faculty member, the department chairman, the Dean and the Vice-President for Academic Affairs, to change a faculty member from an academic year to a calendar year appointment, the adjusted salary shall be 1.2 times the academic year salary.

10.14 Personnel Files. As of the effective date of this Agreement, each Dean shall maintain a college personnel file for each member of the college faculty. Such

file shall contain copies of all personnel transactions, all official correspondence with the faculty member, and all evaluation reports, except peer evaluations submitted under Article XIV.

No anonymous material whatsoever shall be placed in a faculty member's college personnel file, or in any other University file.

Materials shown to be false or unsubstantiated shall be removed from all such files. In the event of any dispute as to the removal of such material from any file, the faculty member amy submit a written rebuttal which shall become a part of that file.

10.14.1 Right of Examination. The faculty member shall have the right to examine and to reproduce at his own cost any document in any of his own personnel files at any time during normal business hours and to file a statement in response to any item placed in his file, provided, however, that any letters of recommendation solicited confidentially in connection with his initial appointment shall not be available to the faculty member.

A designated member of the Association, having written authorization from the faculty member concerned, and in the presence of a representative of the University, may examine any personnel files of that faculty member, except for the limitation provided in the preceding paragraph, if the examination relates to a filed grievance in preparation, or a written charge or charges preferred against the faculty member by the University.

ARTICLE XI

WORKLOAD

11.1 Functions and goals of departments and colleges differ throughout the University. Since the various subject areas have evolved from different academic and professional traditions, the precise manner in which each department contributes to teaching, research and public service cannot be specified uniformly on a University-wide, college-wide nor even on a department-wide basis. Furthermore, as is the case with other professionals, University faculty members can be most effective only if there is reasonable flexibility in determining the manner in which they shall carry out their responsibilities. Individual workload assignments shall take into account teaching, research, and University and public service.

ARTICLE XII

SALARIES

12.1 Salaries for full-time faculty will be in accordance with Appendix A and B of this Agreement.

ARTICLE XIII

FRINGE BENEFITS

13.1 Effective July 1, 1977, the State will pay the entire cost of Blue Cross Plan 100 or the cost of equivalent benefits under the RIGHA Plan for all eligible employees, individual or family, whichever is chosen by the individual employee.

It is further agreed that the State will pay the entire cost of all eligible employees covered by this Agreement of the Major Medical Insurance benefits of the Hospital Service Corporation of Rhode Island (Blue Cross) and also of the Rhode Island Medical Society Physicians Service, in accordance with the rules and regulations of such corporations or the cost of equivalent benefits under the Rhode Island Group Health Plan. Major Medical coverage will be to a maximum of $250,000.

13.1.1 This benefit shall apply to part-time faculty.

13.2 Life Insurance. All faculty members covered by this Agreement are subject to and have the benefits of the State Group Life Insurance Program.

13.2.1 This benefit shall apply to part-time faculty.

13.3 Disability Insurance. All faculty members covered by this Agreement are subject to and have the benefits of the State ERS or TIAA Group Insurance Policy whichever applies, in accordance with rules and regulations of such systems.

13.4 Retirement Program. Full-time members of the faculty who are exempt from the merit system of the State of Rhode Island shall be required to participate in the Teachers Insurance and Annuity Association (TIAA) retirement program after two (2) years of service and attainment of age thirty (30) as a condition of employment and as provided by law. Faculty members who are members of the Rhode Island Employee Retirement System at the time of employment shall be excepted. Participation is permitted, on a voluntary basis, on completion of two (2) years of employment for eligible employees under thirty (30) years of age.

13.4.1 Part-time faculty shall participate.

13.5 Tuition. General fees or course charges for all full-time faculty members may be waived when they undertake a regular study program at the University. Spouses and children of full-time faculty who are not full-time students may be registered, with the approval of the Registrar, for no more than three (3) courses up to and including eleven (11) credits in any one semester for undergraduate work and no more than two courses up to and including eight (8) credits in any one semester for graduate work.

Spouses and children of full-time faculty, enrolled full-time or part-time in the University, degree or non-degree candidates, shall pay all regular University fees except the General Fee. Children eligible are those who are unmarried and under age 21 at the time of original registration and who remain continuously registered.

ARTICLE XIV

THE ANNUAL REVIEW

14.1 Purpose. Each faculty member is entitled to know in writing what is expected of him, and to be informed as to how he is performing his professional duties. It shall be the purpose of the Annual Review to provide this information on a cumulative basis. To achieve this purpose, the Annual Review shall consist of a process of department evaluation of its faculty and a written report submitted by the department chairman to the Dean.

14.2 Use. The information accumulated in the Annual Review shall provide the basis upon which each faculty member is recommended by the department chairman for retention in rank, promotion, or award of tenure. This information may also be a basis for termination or non-renewal.

14.3 Eligible Faculty. All faculty on full-time and continuing appointment shall be subject to and eligible to participate in the Annual Review.

14.4 Frequency. The following shall be the normal frequency for the conduct of the Annual Review:

a) All eligible non-tenured faculty of whatever rank shall be reviewed annually until such time as tenure is awarded, except that faculty in their first year of appointment may be reviewed at the option of the department chairman.

b) One-half of the tenured faculty holding the rank of assistant or associate professor shall be reviewed each year. No review need be conducted following the year of promotion to assistant or associate rank, but a review shall always be conducted whenever a recommendation for promotion is involved.

c) Tenured full professors shall be reviewed every four years. No review need be conducted following the year of promotion to full professor.

Upon request to the department chairman any faculty member shall be granted a review during any year, whether or not such review falls within the department schedule.

14.5 Period Covered. The Annual Review shall cover the faculty member's performance during the immediately preceding one, two, or four years as the case may be. For those faculty on academic year appointment the year shall be defined under Section 2.2 of this Agreement. For those faculty on calendar year appointment, the year shall be defined as from July 1 to June 30.

14.6 Dossier. In order to provide a full record of accomplishments throughout his professional career and in order to assist in the review process, each faculty member shall prepare two copies of a dossier containing vital statistics and tabulating all professional accomplishments, including a list of courses taught at the University of Rhode Island within the preceding three years. This dossier may be supplemented by such other materials as the faculty member deems appropriate. The first copy and all supplemental material shall be kept on permanent file by the department chairman, who shall make it available for full consideration by all faculty participating in the Review as provided under Section 14.7 below. The second copy shall be forwarded to the Dean under Section 14.8 as part of the chairman's written evaluation. Once prepared, the dossier shall be revised annually by the addition of whatever new material is pertinent to the year or years under review.

14.6.1 Tabulation of Accomplishments. The tabulation of accomplishments may include, but shall not necessarily be limited to, applicable items among the following:

a) Contributions to the instructional program of the department, including student advising, and such evidence as the faculty member may wish to present to demonstrate excellence in teaching.

b) Journal articles and books published or accepted for publication and papers presented at professional meetings.

c) Research activities and accomplishments, including funded and non-funded research programs.

d) Creative artistic achievements.

e) Services to the University.

f) Offices held in and services rendered to professional societies; special services such as journal editor or consultant to professional periodicals and organizations; memberships in professional and honor societies.

g) Professional services for the community.

h) All academic degrees received, professional certifications, experience, and training.

14.7 Process of Department Peer Evaluation. Before preparing his written evaluations and as early as feasible after the start of the fall semester the department chairman shall consult with the department faculty by such procedure for peer evaluation as the faculty shall devise through annual department discussion and vote. Methods shall be at the discretion of the department, so long as each faculty member is given the right, without prejudice to any party involved, to abstain from participation in the entire procedure or to abstain from such portion of the procedure as affects an individual faculty member. During the consultation process the chairman shall inform the faculty that no recommendation for promotion will be submitted to the Dean without an Annual Review of the individual concerned. Once the department procedure is established, and no later than October 1, the chairman shall provide to the department faculty, to the College Dean and to the Dean of University Extension as appropriate, the names of those scheduled for review and the names of those who have requested a review.

14.8 The Chairman's Evaluation. The department chairman shall prepare in triplicate a written evaluation of each eligible faculty member scheduled for or requesting an Annual Review. One copy shall be forwarded to the Dean of the College by December 1. The second copy shall be given at the same time to the faculty member. The third copy shall be retained by the chairman in a permanent department file.

14.8.1 Content. The chairman's written evaluation shall include:

a) A statement of the duties and responsibilities of the individual faculty member for the period covered by the Review, including all teaching assignments.

b) His assessment of the quality and quantity of the faculty member's professional work in the execution of those duties and responsibilities, including an evaluation of the faculty member's teaching and an assessment of the material submitted by the faculty member under 14.6.1.a above.

c) A statement of the future duties and responsibilities reviewed with and expected of the faculty member.

d) A copy of the vital statistics and tabulation of accomplishments prepared by the faculty member under Section 14.6 above as part of his dossier. This copy need be submitted to the Dean but once, after which time only that material

which is provided for the annual revision need be forwarded.

e) Such other supporting material as the chairman may wish to select from the individual dossier or to solicit from the faculty member.

f) Specific recommendations for retention in rank, termination or non-renewal, promotion, or award of tenure, either early or mandatory, for all faculty except tenured full professors. For cases involving mandatory tenure decisions, the recommendations shall be submitted in proper time to meet the requirements of Section 18.5 of this Agreement. When, through promotion, if granted, the faculty member becomes eligible for tenure because of the higher rank, tenure and promotion shall be considered simultaneously.

14.8.2 Inclusion of Department Evaluation. In writing his evaluations, the department chairman shall give full consideration to all opinions and evaluations obtained by consultation with the department faculty. At the time he submits his evaluations to the Dean he shall append a detailed description of the department's consultation process and such peer evaluations as may be utilized under Section 14.7 above.

14.9 Right of Response. The individual faculty member may submit to the Dean such written comments as he may wish to make in response to the chairman's written evaluation within five (5) working days of the time he received or should have received the chairman's written evaluation, and he shall provide a copy to the chairman. Lack of response shall not be construed as agreement by the faculty member with the chairman's evaluation.

14.10 Distribution and Access. Distribution of the chairman's written evaluation shall be limited under the provisions of Section 14.8. Access to the evaluation shall be limited to the faculty member, the chairman, the Dean, the Vice President for Academic Affairs and the President. All material pertinent to the Annual Review, including such information, opinions, and evaluations as may be provided under Section 14.7, shall be made available to all parties concerned in case of a grievance at any level under Article XXIII Grievance Procedure.

14.11 Evaluation Involving University Extension. The Dean of University Extension may submit to the appropriate department chairman by November 15, a written evaluation of all those faculty who teach in University Extension, either as faculty budgeted and assigned full-time to the Division of University Extension, as faculty teaching in Extension beyond normal departmental load assigned on the Kingston campus, or as faculty budgeted and assigned full-time to the Kingston campus but teaching in Extension as a part of their normal teaching load. Such written evaluation shall be limited to those faculty currently under review within the Extension under Section 14.7 above. The chairman shall give full consideration to the evaluation of the Dean of University Extension when preparing his own written evaluation.

14.12 Student Evaluation of Teaching. See Appendix E.

14.13 Procedures in Colleges and Divisions Without Chairmen. In the case of a college or division within the University in which no formal departmental structure exists, the Vice President for Academic Affairs shall appoint a committee of no fewer than three(3) tenured faculty from within the college or division who will fulfill the responsibility of department chairmen specified in Section 14.8.

ARTICLE XV

PROMOTION PROCESS

15.1 The provisions of Article XIV The Annual Review provide the basis for promotion. Any denial of promotion at any level by any individual or group beyond the department must involve reasons stated in writing.

15.2 A faculty member may be promoted at any time under the prescribed procedures. The department chairman shall be responsible for initiating proposals to the Dean for promoting the members of his department under the provisions of Section 14.8.1.f of Article XIV The Annual Review.

15.2.1 After receiving the chairman's recommendation(s) on December 1, the Dean shall meet as soon as possible with the department chairman to discuss the status of each faculty member recommended for promotion. Following the conference with the chairman, but no later than February 15, the Dean shall convey his decision in writing to each individual under consideration, with a copy to the department chairman. If the Dean denies a recommendation for promotion submitted by the chairman, the Dean shall state his reasons for such denial in his written communication.

15.2.2 If the department chairman and the Dean agree that an individual should be promoted, the decision shall be sent to the Vice President for Academic Affairs for transmittal to the President no later than February 15. If the President agrees with the department chairman and the Dean, he shall take appropriate steps to promote the individual and to notify all parties concerned no later than April 15, and to make public such promotions at that time. If the promotion brings with it the award of tenure because of the higher rank, the President shall notify all parties concerned of his recommendation for promotion, but he shall also stipulate that the promotion cannot be final until approval of the tenure by the Board of Regents as specified under Article XIX Tenure Process. Names of those for whom tenure is thus a factor shall not be included on the publicized list, but shall appear on a supplemental list after approval of tenure by the Board.

15.2.3 If the President disagrees with the decision of the department chairman and the Dean, he shall notify all parties concerned of his decision in writing with reasons no later than April 15.

15.2.4 If the Dean believes that a faculty member who does not receive recommendation from the chairman should nonetheless be promoted, the Dean shall make his recommendation to the chairman at the time of the meeting called under Section 15.4.1. If the Dean receives no recommendations for promotion from a department chairman, but believes that a promotion or promotions within that department are in order, the Dean shall request the chairman to meet with him to discuss the matter. If the chairman does not agree that any promotion is in order, the Dean himself may initiate the recommendation.

15.2.5. If the Dean himself initiates a recommendation for promotion he shall inform the individual involved in writing, with a copy to the department chairman, and shall also inform the chairman at the same time, in writing, of the reasons for his decision. Once the Dean has initiated a recommendation for promotion, the recommendation shall proceed as all other recommendations as provided in Section 15.2.2 and Section 15.2.3.

15.2.6 The faculty member, at any time in the promotion process, may ask that his name be removed from consideration.

15.3 If the department chairman and the Dean disagree as to the promotion of a faculty member, or if the recommendation for promotion is suported only by the Dean or by the department chairman, then the President's decision in regard to promotion shall not be grievable beyond the President's level so long as the decision is based upon the President's professional judgment.

15.4 If the President disagrees with the decision of the department chairman and the Dean to promote (Section 15.2.3), or if the President disagrees with a recommendation initiated by the Dean under Section 15.2.4, the faculty member, regardless of time in rank, may file a written grievance of the President's decision at the President's or the Commissioner's level within the established grievance procedures.

ARTICLE XVI

NON-RENEWAL

16.1 Notice of Non-Renewal. Notice of Non-Renewal, or of intention not to recommend renewal of faculty members in the ranks of assistant professor, associate professor, and professor who have not yet acquired tenure shall be given in writing by the Dean, Vice President for Academic Affairs, or the President, in accordance with the following standards: 1) not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination; 2) not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; 3) at least one academic year before the expiration of an appointment after two or more years of service. Reasons for non-reappointment shall be given in writing upon the faculty member's request by the person making the decision.

16.2 Promotion of Instructors. Contracts shall be given an instructor for a maximum period of four (4) years. At the end of each contract year, the instructor shall be eligible for reappointment in rank, contract termination or promotion. If the instructor is not to be reappointed, he must be informed at least three (3) months in advance of termination, except that at the end of the third year, if it is known that the instructor will not or cannot be promoted at the end of the fourth year, the instructor must be informed of this fact before he receives his fourth year appointment. Any instructor who remains through the fourth year with the assurance of reappointment at the end of that year, must also be assured of promotion to an assistant professorship effective at the beginning of the fifth year. Nothing in this paragraph shall be construed to mean that an instructor cannot be promoted before the end of four (4) years. Upon recommendation of the department, the President may, under special conditions, extend the appointment for a maximum of one (1) year.

ARTICLE XVII

STATEMENT OF PRINCIPLES OF TENURE

17.1 Statement of Principles of Tenure. The purpose of any system of tenure is two-fold: 1) to protect the individual; 2) to protect the institution. The University during a stated number of years has the opportunity to observe and evaluate the capabilities and services of a faculty member. Each time a contract comes up for renewal the administration is charged with the responsibility of judging all the qualifications of every faculty member. This should be an affirmative and not a passive judgment. Upon this judgment must be based a decision not to reappoint those who have failed to adapt themselves to the standards of this institution, or to promote those

who have achieved beyond the normal expectations or who have performed satisfactorily over a period of years. No system of tenure will work unless the administration acts with firmness in not renewing contracts of those who are not adapted by training, experience, or temperament to the institution. It goes without saying that lack of success here does not necessarily imply lack of success elsewhere. In most instances, persons whose contracts are not to be renewed should be aided by the administration in obtaining another position.

After a faculty member has served his apprenticeship for a specified number of years and has been found worthy of retention on the faculty, he should be granted tenure and be given the assurance of continuous appointment which cannot be terminated except for cause after the individual has been accorded the rights of due process if he elects to seek them as hereinafter provided.

17.2 Dismissal Under Tenure. A member of the teaching, research, or extension faculty who has been granted tenure may not be dismissed except as provided in the following statement on tenure formulated by a joint conference of committees for the Association of American Colleges and the American Association of University Professors.

> Termination for cause of a continuous appointment, or the dismissal for cause of a teacher previous to the expiration of a term appointment should, if possible, be considered by both a faculty committee and the governing board of the institution (or its designee). In all cases where the facts are in dispute, the accused teacher should be informed in writing of the charges against him and should have the opportunity to be heard in his own defense by all bodies that pass judgment on his case. He should be permitted to have an advisor of his own choosing who may act as counsel. There should be a full stenographic record of the hearing available to the parties concerned. In the hearing of charges of incompetence, the testimony should include that of teachers and other scholars, either from his own or from other institutions. Teachers on continuous appointment who are dismissed for reasons not involving moral turpitude should receive their salaries for at least a year from the date of notification of dismissal whether or not they are continued in their duties at the institution.

The University of Rhode Island accepts the above statement as its basic policy governing dismissal under tenure, with the following modifications: All provisions of the paragraph shall apply to members of the extension and research faculties who have been granted tenure as well as to teachers on tenure.

ARTICLE XVIII

ELIGIBILITY FOR TENURE

18.1 Instructors shall not be eligible for tenure.

18.1.1 Continuing part-time faculty of the rank of assistant professor, associate professor, and professor shall be eligible for tenure, provided the time requirements are equivalent to full-time service.

18.2 Assistant Professors shall be eligible for tenure when they have accumulated five (5) years of full-time service, credited as follows: years of service in the rank of instructor at the University of Rhode Island; years of service in the rank of assistant professor (or its equivalent) at the University of Rhode Island; years of service at another accredited four-year academic institution in the rank of assistant professor or above, to a maximum of three (3) years of credit. The amount of credit to be allowed toward tenure for service at other institutions shall be indicated in the initial contract. Tenure may be awarded to become effective beginning with the sixth, seventh, or eight year. An individual must be considered when he first becomes eligible and each year thereafter. A tenure decision relating to the eighth year shall be a mandatory tenure decision (see Section 18.5). Tenure will be granted prior to the mandatory year only in unusual circumstances.

18.3 Associate Professors who have completed a minimum of two (2) years of full-time service at this institution shall be eligible for tenure. Tenure may be awarded to become effective beginning with the third, fourth or fifth year. A tenure decision relating to the fifth year shall be a mandatory tenure decision (see Section 18.5). Tenure will be granted prior to the mandatory year only in unusual circumstances.

18.4 Professors shall be eligible for tenure beginning with the first year of full-time service. Tenure may be awarded to become effective beginning with the first, second, third or fourth year. A tenure decision relating to the fourth year shall be a mandatory tenure decision (see Section 18.5). For initial appointments with tenure, the department chairman shall consult with all tenured members of the appointing department and report on the recommendations to the college Dean for his consideration prior to offering the appointment to the individual. Tenure will be granted prior to the mandatory year only in unusual circumstances.

18.5 Mandatory Tenure Decisions. Whenever a faculty member, in accordance with Sections 18.2, 18.3, 18.4 preceding, has accumulated sufficient years of service that a mandatory tenure decision is required, one of the following decisions must be made: 1) award tenure to the faculty member; 2) terminate the affiliation of the faculty member with the University. For cases in which mandatory decisions are necessary, the recommendation relating to tenure to become effective July 1 shall be submitted to the Dean by December 1 of the previous calendar year (i.e., 19 months in advance of the effective date). If in the instance of a mandatory tenure decision, it is determined that a faculty member will be denied tenure, he shall be notified in writing with reasons stated for denial by the President of the University at least twelve (12) months in advance of the date he is required to terminate his affiliation with the University.

18.6 Credit toward Tenure. A full academic year of service (dating from the beginning of the academic year) shall accrue credit of one (1) year toward tenure. Service begun after the start of the academic year will not accrue credit toward tenure. Time spent on leaves of absence, sabbatical leaves, or education leaves shall not accrue credit toward tenure.

18.7 Should a person who has held the position of Research Associate at this University be employed by the University at some later time in the rank of instructor or above on a full-time basis, he shall be credited with one (1) year toward tenure for each two (2) years of prior employment under such title, to a maximum of two (2) years of credit.

ARTICLE XIX

TENURE PROCESS

19.1 The Process for Granting Tenure. The department chairman shall be responsible for initiating formal proposals for granting tenure to members of his department. He shall prepare a report annually according to procedures described in Section 14.8 of Article XIV The Annual Review.

19.2 After receiving the written report, the Dean shall meet with the department chairman to discuss each proposal. After the meeting, the Dean, by April 15, shall state in writing to the department chairman his decision concerning each proposal. It shall be the responsibility of the department chairman to transmit to the faculty member by April 20 a copy of the Dean's decision. In the event that tenure is denied and if the faculty member requests, he shall be given the reasons for the denial in writing.

19.3 If the department chairman and the Dean agree that an individual should be granted tenure, their decision will be sent to the Vice-President for Academic Affairs for transmittal to the President no later than April 25.

If the President agrees with the decision of the department chairman and the Dean, he shall take the appropriate steps to present the case to the Board of Regents for final granting of tenure.

If the President disagrees with the decision of the Dean and the department chairman, he shall promptly inform the faculty member in writing, of his actions together with reasons therefor. The faculty member may file a written grievance within ten (10) days in accordance with Section 23.2.A of the grievance procedure.

19.4 For cases for which mandatory tenure decisions are required, if disagreements between the department chairman and the Dean cannot be reconciled, the faculty member, who will be informed by April 25 in writing by the department chairman, may file a written grievance within ten (10) days in accordance with Section 23.2.A of the grievance procedure.

19.5 An individual eligible for tenure has the right to initiate a grievance at the step that tenure has been denied. If tenure is denied by the Board of Regents, the individual may proceed to arbitration in accordance with Section 23.3.

19.6 Where, through promotion, if granted, the faculty member becomes eligible for tenure because of a higher rank, tenure and promotion shall be considered at the same time.

19.7 The faculty member may at any time in the tenure process ask that his name be removed from consideration.

ARTICLE XX

LEAVES

20.1 Sabbatical Leave

A. Policy. The primary purpose of a sabbatical leave is to provide a faculty

member an uninterrupted period of experience for scholarly enrichment. It is intended to enhance the contribution of such a member to the total activities of the University and should be regarded as a privilege and not an automatic benefit.

B. Eligibility. A member of the faculty shall be eligible for sabbatical leave if he has served full-time at the University for at least six (6) years and has the rank of assistant professor or above with tenure at the time of leave. In exceptional circumstances sabbatical leave may be granted even though the faculty member has not served for the full six-year period. Part-time faculty shall be eligible for sabbatical when they have served the equivalent of six years and are at the rank of assistant professor or above.

As soon as decisions are made, the Administration shall furnish the Association with a list of those receiving sabbatical leave, those denied sabbatical leave, and those for whom replacement positions have been provided.

C. Pay. Sabbatical leave shall be granted for graduate study, post-doctoral study, research, or other professional improvement for a period of one (1) year at half pay or for one-half year at full pay.

D. Conditions.

1. Sabbatical leave shall be granted with the understanding that the recipient shall, upon the termination of the leave, return to his duties at the University for at least one (1) year unless, by mutual agreement between the faculty member and the President, it is deemed inadvisable for him to do so. At the close of the period of leave, the faculty member shall file with his Dean a report of his professional activities during his absence.

2. Upon completion of the contractual year during which the sabbatical leave is taken, the faculty member shall begin again to accumulate leave service credit, becoming eligible for an additional sabbatical leave upon accumulation of an additional minimum full six-year period of service credit.

3. If a faculty member shall serve more than six (6) years before his first sabbatical leave or between sabbatical leaves, the additional years beyond six (6) shall not be credited toward the service-credit requirement for the next or any subsequent sabbatical leave.

4. However, a faculty member whose approved sabbatical leave has been deferred or postponed because of replacement or other operational difficulties, shall begin to accumulate service-credit for his next sabbatical leave as of the scheduled start of the deferred or postponed leave but not including the time, if any, eventually spent on the deferred or postponed leave.

5. If the University service of a faculty member is interrupted by leave for military duty, one (1) year of such leave may be credited once to the sabbatical leave service-credit minimum requirement of six (6) years. However, regardless of the number of years of service to his credit, a faculty member on leave for military duty must return to his duties at the University for at least one (1) year before he is eligible for sabbatical leave.

6. If a faculty member shall transfer to the University from another institution in the state college system, he shall be credited, if it is earned, with at least three (3) years toward the sabbatical leave service-credit minimum

requirement of six (6) years. Additional service credit toward sabbatical leave shall be a matter of negotiation at the time of transfer.

7. While on sabbatical leave, a faculty member shall be permitted to receive travel expenses, fellowships, grants-in-aid or other financial assistance from sources other than the University provided he is not required to perform duties detrimental to the objectives for which his leave period has been granted. However, if he accepts employment for pay during the leave period, his University compensation will normally be reduced by the amount necessary to bring his total compensation for that period to a level comparable with his normal professional income.

8. Nothing in this section on sabbatical leave shall be construed to mean or imply that two (2) consecutive periods of sabbatical leave after twelve (12) or more years of continous service are permitted.

9. A sabbatical leave will ordinarily not be scheduled to begin later than four (4) years prior to the employee's scheduled retirement date. The total number of replacement positions for persons on sabbatical leave shall not exceed 5% of the total full-time faculty.

10. If applications for leave exceed the number that can feasibly be granted without jeopardizing course offerings or other work of a department, selections for approval shall be based on the number of years of service since granting of the last sabbatical leave.

E. Procedures.

1. A faculty member who desires a sabbatical leave, a leave for graduate study, or a leave without pay, shall apply in writing to his department chairman who shall forward the application to the Dean of the college not later than September 30 before the academic year for which the leave is requested. The chairman shall provide the Dean with his evaluation of and recommendations concerning the request. The chairman shall also include with each application a plan for carrying on the faculty member's work during the period of absence including whether or not a replacement (full-time or part-time) will be needed, plus estimated cost. The decision, included on the application and agreed to by the Dean as to whether or not a replacement is required, is final at the time of submission to the Dean.

2. After receiving the chairman's recommendation(s) on September 30, the Dean, shall, no later than November 15, convey his decision in writing to each individual under consideration, with a copy to the department chairman. If the Dean denies a recommendation for sabbatical leave submitted by a chairman, whether or not a replacement is requested, the Dean shall state his reasons for such denial in his written communication.

3.a. If the department chairman and the Dean agree that an individual should receive a sabbatical leave and no replacement is necessary, the application shall be transmitted to the President for his approval. If the President does not approve the application, he shall notify the Dean and the faculty member in writing with his reasons by December 15.

b. If the Dean disagrees with the chairman, the application shall be forwarded to the President, who shall review and evaluate the application. If he does not approve the application, he shall notify the Dean and the faculty member in writing with his reasons by December 15.

c. If the President approves the application and it does not need replacement, the leave shall be granted and the Dean and faculty member notified no later than December 15. If a replacement is needed, the application shall be ranked under Section e below.

d. If the chairman and Dean agree that the individual should receive a sabbatical leave but that a replacement is necessary, the application shall be forwarded to the President no later than November 15.

e. All approved applications which require replacements under Sections c and d above shall be ranked by the President from highest to lowest in light of published criteria. This rank shall not be grievable so long as the total number of replacement positions equals 5% of the total full-time faculty.

20.2 Leave for Graduate Study. A member of the faculty who has served full-time for at least three (3) years may be granted a leave of absence to pursue graduate study. This leave shall be granted for a period of one year at one-quarter pay with the understanding that the recipient shall, upon the termination of the leave, return to his duties at the University for a period of at least one (1) year. Application for leave shall be made in accordance with the time schedule prescribed for sabbatical leave in Section 20.1.E above. Shortly after his return to duty, the faculty member shall file with his Dean a report of his professional activities during his absence. Only non-tenured faculty may apply for this leave.

20.2.1 Part-time faculty shall be eligible provided they meet the equivalent of the above time requirements.

20.3 Sick Leave. In the event of accident or sickness which renders any faculty member temporarily incapable of performing his duties, sick leave shall be granted by the University as follows:

When a faculty member is appointed, he will be included in the non-classified accrued leave system. Existing faculty shall carry forward any unused sick leave accumulated as beginning balances. Accrued rate for faculty will be at the rate of fifteen (15) working days per year to a maximum of one hundred twenty (120) working days.

If after the entire sick leave allowance for a faculty member has been used, he is still unable to resume his duties, he shall apply for a leave, with or without pay, or resign, and the decision shall rest with the President and the Board of Regents or its designee.

20.3.1 Part-time faculty shall accrue sick leave on a pro-rata basis.

20.4 Return to Duty After Leave. Normally, a member of the faculty shall return to at least the same rank and salary he had at the University at the time his leave began.

20.5 Maternity Leave. In the event of pregnancy, leaves of absence shall be granted to faculty with six (6) months or more of service.

The faculty member may be allowed to utilize accrued sick leave for child bearing.

After all accrued sick leave and vacation leave have been exhausted, said faculty may be granted, upon request, a leave of absence without pay for a period of six (6) months.

20.5.1 Part-time faculty shall be eligible for maternity benefits.

20.6 Leave Without Pay. Leave of absence without pay shall be granted by the President to a member of the faculty for good cause. A leave normally shall not be granted for a period of more than one (1) academic year. In exceptional circumstances, however, leave without pay for a period longer than one (1) year may be granted.

20.7 Annual Vacation. The annual vacation for a member of the faculty on the calendar year (twelve month) basis shall total twenty-two (22) working days. Working days shall refer to five (5) days per week, Monday through Friday, exclusive of scheduled holidays.

Vacation time shall be allowed to accumulate to a maximum of forty-four (44) working days. However, the time and the number of days of the vacation to be taken are to be mutually agreed upon in advance by the faculty member, the department chairman and the Dean or director.

There shall be no vacation granted for less than six (6) months of service but thereafter vacation for service during part of a year shall be prorated.

20.7.1 Part-time calendar-year faculty shall accumulate annual vacation on a pro-rata basis.

20.8 Termination. When the service of a calendar year member of the faculty is terminated by resignation, retirement or death, if such member shall not have used actual vacation time equal to the vacation credits outstanding on his account he, or his estate, shall be entitled to receive full pay for each day of vacation leave to his credit as of the date of termination with the following exception: If a member of the faculty requests release from his contract before the end of the fiscal year, he shall forfeit all vacation credits for that year and any credits previously accumulated in excess of twenty-two (22) days.

20.9 Military Leave. Every member of the faculty covered by this Agreement who has left or shall leave his position by reason of entering the armed forces of the United States (whether through membership in the Reserve of the United States Military or Naval Forces or in the National Guard, or by reason of enlistment, induction, commission or otherwise) and who has been employed for 180 or more calendar days within the twelve (12) months next preceding such entrance into the armed forces is entitled to and shall be granted military leave of absence from the said position commencing with the time of leaving said position for said purpose and continuing throughout the duration of said absence required by the continuance of service in the armed forces. Such leave of absence shall be deemed to have expired six (6) months after the date of discharge from or authorized separation from active duty as a member of the armed forces. Reinlistment or other continued service in the armed forces resulting from a choice by the faculty member shall serve to cancel such leave.

At the conclusion of such military leave of absence, the faculty member shall be returned to his position subject, however, to any law or rule which may hereafter be enacted affecting such right of return or defining the conditions under which such returns may be made.

20.10 Military Training Leave. Faculty members covered by this Agreement who by reason of membership in the United States Miliary, Naval or Air Reserve or the National Guard, are required by the appropriate authorities to participate

in training activities or in active duty as a part of the Federal military force, shall be granted military training leave with pay not to exceed fifteen (15) days in any one calendar year. Should the faculty member be required to participate in such training activities for a period greater than fifteen (15) days, he shall be granted leave without pay for this purpose. During the period of military training leave with pay, the faculty member shall accrue sick leave credits.

ARTICLE XXI

OUTSIDE CONSULTATION

21.1 The faculty member's primary professional responsibility is to perform fully all of his University duties and assignments; therefore the University expects that no faculty member will engage in any outside consultation or consulting activities which may prevent him from fulfilling that obligation.

21.2 Outside Consultation. Outside professional activities for financial gain such as writing, consultation, research and artistic activities are desirable when not pursued to the extent that they conflict with the discharge of professional responsibilities and duties required by this Agreement. Faculty members may engage in professionally relevant outside consulting provided: 1) That the faculty member advises the department chairman in writing in advance of the consulting; 2) that the Dean or the Vice President for Academic Affairs may require the faculty member to cease such outside consulting if it conflicts with the normal duties of the faculty member; 3) that any and all use of the University's personnel, facilities, services, or equipment in conjunction with a faculty member's outside consulting be approved by the University in writing in advance of such use; and 4) that arrangements for the use of University personnel, facilities, services, or equipment shall provide for reimbursement of costs and overhead to the University at such sums as determined by the Dean in consultation with the Chairman unless specifically authorized by the Vice President for Academic Affairs.

ARTICLE XXII

RETRENCHMENT

22.1 Retrenchment as the result of financial or program curtailment shall be applied in the following manner:

A. Termination of employment of incumbents of positions which are subject to retrenchment shall be made from among incumbents holding the same or similar positions in the unit, department, or program, as appropriate.

B. Prior to retrenchment notice, the President of the University or his designee shall notify the Association of his intention to effect retrenchment. If the Association requests, the President or his designee shall meet with representatives of the Association to discuss retrenchment.

C. Under normal circumstances, and consistent with the educational mission of the department or program affected, termination shall first take place as follows:

1. Among continuing faculty in inverse order of full-time equivalent service.

2. Among temporary faculty before continuing faculty and in inverse order of length of service.

D. The President will notify the persons affected as soon as practicable recognizing that, where circumstances permit, it is desirable to provide at least one (1) semester's notice for temporary faculty and one (1) year's notice for continuing faculty.

E. Persons removed as a result of retrenchment shall be advised of the opportunity for reemployment in the same or a similar position at the University for a period of two (2) years, and must accept such offer within fifteen (15) days after such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date such offer was made. The University shall make every reasonable effort to place an incumbent so separated within the University, provided that a suitable position for which the person is otherwise qualified is available for such appointment.

F. The original appointment shall mean the date of first appointment to University service, followed by continuous and uninterrupted service within the University up to the time of reduction and abolishment of positions. Authorized leave of absence shall not be deemed an interruption of service with the University. In the event an incumbent believes such date has been incorrectly determined, he shall so advise the University, and indicate the date he believes to be correct.

ARTICLE XXIII

GRIEVANCE PROCEDURE

23.1 For the purpose of this Agreement, the term "grievance" means any difference or dispute with respect to the interpretation, application, or violation of any of the provisions of this Agreement, that shall be presented in writing.

23.2 There shall be a grievance procedure as follows:

a) A written grievance shall be presented at the level on which the grievance occurs (Dean, President or Commissioner) by the aggrieved faculty member and/or by the Association within ten (10) calendar days after the faculty member knew or should have known of the occurrence of such grievance. A copy of all grievances filed will be furnished by the University to the Association at the time of filing.

b) In cases where the grievance originates with the Dean, an aggrieved and his Association representative(s) shall meet with the Dean within twenty (20) calendar days after filing the grievance. The Dean shall attempt to settle the grievance and render a written decision within five (5) calendar days after the close of the meeting. Absent a waiver under Section 23.3.i, the grievance shall proceed automatically to the next level.

c) If the grievance is not resolved through (b) or if the grievance originates with the President, the aggrieved shall submit the grievance in writing within ten (10) calendar days to the President. The President or his designee shall meet within fifteen (15) calendar days of the receipt of the grievance with the aggrieved and a representative of the Association. A decision including reasons shall be rendered in writing by the President within fifteen (15) calendar days of the completion of the hearing.

d) If the grievance is not resolved in (c) or if the grievance originates with the Commissioner, the aggrieved shall submit the grievance in writing to the Commissioner of Education or his designee within ten (10) calendar days following completion of (c). Within fifteen (15) calendar days of the receipt of the grievance the Commissioner of Education or his designee shall hold an informal hearing with the aggrieved and a representative of the Association. The Commissioner or his designee shall communicate his decision, including reasons, in writing within fifteen (15) calendar days of the completion of the hearing.

e) Each grievance in writing shall contain a statement of the facts giving rise to the grievance and the relief requested.

f) It is also agreed that in all cases of dismissal the aggrieved and/or the Association committee may go immediately to Section 23.2.c of the grievance procedure. It is further agreed that either party to this Agreement may submit a grievance to each other and proceed immediately to 23.3.c above.

g) Any grievance not resolved in levels (a) through (c), shall automatically proceed to the next level.

h) The periods set forth above are essential to the grievance procedure. Any grievance not filed within said limits shall be dismissed.

i) Time limits may be waived by agreement in writing by the parties, including the aggrieved or the Administration.

j) The aggrieved and/or the Association may withdraw the grievance at any time during the process.

k) Either party to this Agreement shall be permitted to call witnesses as part of the grievance procedure. The President on request will produce payroll and other records as necessary. The Association representative shall have the right to assist the aggrieved at any step of the grievance procedure.

23.3 Arbitration. All submissions to arbitration must be made within four (4) weeks after the grievance procedure decision under Section 23.2.d above.

If a grievance is not settled under Section 23.2, such grievance shall, at the request of the Association or the Board, be referred to the American Arbitration Association in accordance with its rules then obtaining.

The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitrations shall be borne equally by the parties.

Only grievances arising out of the provisions of this Contract relating to the application, interpretation or violation thereof, may be submitted to arbitration.

23.4 The Burden of Proof under the Grievance-Arbitration Process.

In any case of non-renewal, the burden of proof of the denial of due process, legal rights, academic freedom, arbitrary or capricious action shall be on the grievant, which proof shall be by a preponderance of evidence.

In any case of dismissal under tenure, the burden of proof shall be on the University, which proof shall be by clear and convincing evidence.

In cases dealing with promotion and award of tenure, the burden of proof shall be on the grievant, which proof shall be by a preponderence of evidence. The factors to be considered will be those enumerated in the Article titled Annual Review, Section 14.6.1 insofar as they apply.

ARTICLE XXIV

DUES DEDUCTION

24.1 The State Controller shall deduct union dues or service charge each pay period from the wages of those members who have authorized the state to do so in writing. The State Controller shall forward promptly to the Treasurer of the Association a check representing the amounts so deducted. The union dues or the service charge will be specified by the URI-AAUP.

The Board or its designee shall forward to the URI-AAUP Treasurer notice of new employees hired hereafter within the bargaining unit.

In accordance with Title 36-11-2 of the General Laws of Rhode Island, Discrimination because of Membership in Employee Organization Prohibited membership in any employee organization may be determined by each individual employee; provided, however, that all non-members shall pay to the employee organization a service charge as a contribution toward the administration of any Collective Bargaining Agreement in an amount equal to the regular monthly dues. Supervisory employees shall not endorse any particular employee organization or, by reason of membership in any such organization, show prejudice or discriminate toward any individual employee.

ARTICLE XXV

ALTERATION OF AGREEMENT

25.1 It is hereby agreed that any alteration of Agreement or modification of this Agreement shall be binding upon the parties hereto only if agreed to in writing by both parties.

25.2 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

ARTICLE XXVI

NO STRIKES OR LOCKOUTS

26.1 The Association and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Board lockout its faculty members during the term of this Agreement.

26.2 It is agreed that all provisions of this Agreement are binding on each of the faculty members covered by this Contract.

ARTICLE XXVII

SAVINGS CLAUSE

27.1 Should any provision of this Agreement, or any application thereof, be unlawful by virtue of any federal or state law, such provision of this Agreement shall be null and void, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

ARTICLE XXVIII

TERMINATION OF AGREEMENT

28.1 This Agreement shall be effective as of the ____ day of _____, 1977 and shall remain in full force and effect until the ____ day of _____, 1979.

It shall be automatically renewed from year to year thereafter commencing the 1st day of July, 1979, unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until a new Agreement is executed.

28.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

28.3 In witness whereof, the parties hereto have set their hands this _____ day of _____, 1977.

For the Board of Regents:

_____
Commissioner of Education

_____
President of the University

_____
Deputy Assistant Commissioner

For the American Association of University Professors:

_____
President of URI-AAUP

_____
Chairman of Negotiating Committee

_____
Chairman of All-University Collective Bargaining Committee

APPENDIX A

SALARIES 1977-78

A.1 For the 1977-78 contract year, it is hereby agreed that the members of the collective bargaining unit employed as of June 30, 1977, shall receive a salary increase of 4.25% across-the-board.

A.2 It is further agreed that faculty within the bargaining unit employed as of June 30, 1977 shall receive a pro-rated salary increase, taking into account the academic and calendar differential, of two and one-quarter percent (2.25%) of the salary base.

A.3 Personnel may be employed at salaries at or above, but not below the minimum, as stated below:

	Minima Academic Year	Minima Calendar Year
Instructor	9,729	11,675
Assistant Professor	12,224	14,669
Associate Professor	16,380	19,656
Professor	20,208	24,250

A.4

	Maxima Academic Year	Maxima Calendar Year
Instructor	14,000	16,800
Assistant Professor	20,780	24,936
Associate Professor	26,800	32,160
Professor	34,000	40,800

Exceptions to the maxima shall be made as follows:

1. The highest paid full professors, equal in numbers to 3% of all full professors, shall be exempt from maxima. Merit awarded shall be a permanent part of salary.

2. For any instructor, assistant professor, or associate professor or full professor (not excluded in 1. above) at salary maxima, merit awards shall be paid for the year but not accrue in said faculty members base salary.

A.5 A merit pool of one percent (1%) of the salary base shall be established and distributed in the following manner:

A. The Merit Pool shall be divided among the colleges and allocated in proportion to the number of FTE faculty in each college, taking into account the academic and calendar year differential.

Appendix A (continued)

B. Department chairmen shall recommend to the Dean, with written justification, the names of those faculty to receive merit increases. This justification shall employ the same general criteria as those which apply to evaluations under the Annual Review, except that the period during which such justification is made shall extend from the time when the immediately preceding recommendations for merit were submitted to the Dean to the period of the current recommendation. In colleges or divisions without departments, the committees as provided for in Article 14.13 will fulfill the responsibility of department chairmen.

C. The chairmen will recommend merit increases of $50 increments up to a maximum of $750 for any one faculty member.

D. Merit increases, shall become part of the faculty member's base up to the maximum salary effective July 1, 1977, with the exceptions noted in A.4.1.

E. Recommendations by chairmen shall be forwarded to the Dean by October 1, 1977. The final decision shall be made by the Dean of the respective college.

The Dean shall make his final decision and forward to the Vice President for Academic Affairs not later than October 20, 1977.

Recommendations by the chairmen shall be made known to the department; decisions by the Dean shall be published for faculty information.

Implementation of Merit payroll changes should become effective with the first pay period of July 1, 1977.

APPENDIX B

SALARIES 1978-79

B.1 For the 1978-79 contract year, it is hereby agreed that the members of the collective bargaining unit employed as of June 30, 1978, shall receive a salary increase of 4.25% across-the-board.

B.2 It is further agreed that faculty within the bargaining unit employed as of June 30, 1978 shall receive a pro-rated salary increase, taking into account the academic and calendar differential, of two and one-quarter percent (2.25%) of the salary base.

B.3 Personnel may be employed at salaries at or above, but not below the minimum, as stated below:

	Minima Academic Year	Minima Calendar Year
Instructor	10,215	12,258
Assistant Professor	12,835	15,402
Associate Professor	17,199	20,639
Professor	21,218	25,462

B.4

	Maxima Academic Year	Maxima Calendar Year
Instructor	14,840	17,808
Assistant Professor	22,027	26,432
Associate Professor	28,408	34,090
Professor	36,040	43,248

Exceptions to the maxima shall be made as follows:

1. The highest paid full professors, equal in numbers to 3% of all full professors, shall be exempt from maxima. Merit awarded shall be a permanent part of salary.

2. For any instructor, assistant professor, or associate professor, or full professor (not excluded in B.4.1. above) at salary maxima; merit awards shall be paid for the year, but not accrue in said faculty members base salary.

B.5 A Merit Pool of one percent (1%) of the salary base shall be established and distributed in the following manner:

A. The Merit Pool shall be divided among the colleges and allocated in proportion to the number of FTE faculty in each college, taking into account the academic and calendar year differential.

Appendix B (continued)

B. Department chairmen shall recommend to the Dean, with written justification, the names of those faculty to receive merit increases. This justification shall employ the same general criteria as those which apply to evaluations under the Annual Review, except that the period during which such justification is made shall extend from the time when the immediately preceding recommendations for merit were submitted to the Dean to the period of the current recommendation. In colleges or divisions without departments, the committees as provided for in Article 14.13 will fulfill the responsibility of department chairmen.

C. The chairmen will recommend merit increases of $50 increments up to a maximum of $750 for any one faculty member.

D. Merit increases shall become part of the faculty member's base salary effective July 1, 1978, up to the maximum, with exceptions noted in B.4.1.

E. Recommendations by chairmen shall be forwarded to the Dean by May 1, 1978. The final decision shall be made by the Dean of the respective college.

The Dean shall make his final decision and forward to the Vice President for Academic Affairs not later than May 20, 1978.

Recommendations by the chairmen shall be made known to the department; decisions by the Dean shall be published for faculty information.

Implementation of Merit payroll changes should become effective with the first pay period of the 1978-79 fiscal year.

APPENDIX C

EXCEPTIONAL SALARY INCREASES

In truly exceptional circumstances, in order to retain a particularly valuable faculty member, a faculty member may receive a salary increase beyond the limits agreed to in Appendices A and B. The increase for a faculty member shall not exceed $3,500. The total number of faculty who may receive such increases shall not exceed in a twoyear period one percent (1%) of the number of members of the bargaining unit. The increase shall be awarded under the following procedures:

1. The recommendation must be initiated by the department chairman after consultation with the entire department faculty.

2. If the recommendation has the approval of the department faculty and chairman, the chairman shall forward the recommendation to the Dean.

3. The Dean, if he approves the recommendation, shall forward it to the Council of Deans, which shall make appropriate recommendations to the President. If the Dean disapproves, he shall state his reasons in writing to the chairman and to the faculty member.

4. The decision of the President shall be final.

APPENDIX D

CHAIRMAN'S SUPPLEMENT

This section is to be read as part of Article IX, Section 9.8 and 9.13. Supplements will be paid from a minimum of $250 up to a maximum of $2,000 for responsibilities which are unique to the position of a chairman. The amount of the supplement will be based upon the following considerations:

1. Number of Faculty and Staff
2. Course Offerings
3. Total Department Complexity and Activity
4. Graduate Programs
5. Physical Facilities

The amount to be paid to a faculty member undertaking the responsibilities of chairman shall be a matter of agreement between the faculty member and the administration.

A supplement shall not be part of a chairman's base salary and must be relinquished when he vacates the chairman's position.

APPENDIX E

STUDENT EVALUATION OF TEACHING

1. That, the Student Evaluation of Teaching (SET) instrument be adopted effective in the Fall semester of 1977. That it be administered on a voluntary basis for the 1977-78 year and on a mandatory basis beginning with the Fall 1978 semester.

2. The same procedures utilized in administering and handling the IFR reports shall be employed during the 1977-78 year.

3. The Joint AAUP-Regents Committee on Student Evaluation of Teaching, with the assistance of professional statisticians provided by the University, will evaluate the results of the SET and will report the results of their study and their recommendations for changes, if any, to the AAUP and URI Administration by September 15, 1978.

4. (a) That beginning with the Fall 1978 semester each faculty member receive results of all parts of SET for his/her course(s) as soon as they become available.

   (b) That the appropriate chairperson, dean(s), and the Vice President for Academic Affairs receive the results of the global question and the Component Profile based on Part I.

   (c) That the results of the Component Profile, global question, and Part II items be placed in the Library or other central location for student access.

   (d) The individual faculty member shall have the right to append comments to the SET which will become part of the SET results.

   (e) That the results of SET become a part of the Annual Review effective with the Fall 1978 SET.

5. (a) That the University establish appropriate security measures to insure against tampering with the results of SET.

   (b) That the University require that SET be administered within the two weeks immediately preceding the final examination period.

   (c) That the University establish a central location, with someone on duty from 8:30 a.m. to 10 p.m., to receive SET results.

   (d) That a student collect the results, sign and seal the envelope containing SET, and deliver it to and endorse it for the receiver who shall record the date and time of delivery.

6. (a) That students in all scheduled classes offered for University credit whether taught by full or part-time faculty or graduate students complete SET.

   (b) That requests for exemptions (mini-courses, team teaching arrangements with more than two instructors, changes in time of administration, etc.) be made in writing to the Vice President for Academic Affairs by the Chairperson.

7. That the University shall provide professional staff assistance to serve as consultants in interpreting and analyzing the results of the SET.

8. Every effort shall be made to use SET in accordance with established statistical principles and procedures.

9. SET shall be considered only one source of input concerning the teaching effectiveness of faculty members. Use of such an instrument does not remove responsibility from administrators and peers.

APPENDIX F

RETRENCHMENT STUDY COMMITTEE

There is hereby established a joint AAUP-Regents Committee to study relevant trends in order to make recommendations to both parties on the implementation of existing language in Article XXII, or to recommend the revision of the contractual language in order to achieve an orderly implementation.

The Committee shall have three (3) members appointed by the AAUP and three (3) members appointed by the Regents. The Committee shall elect its own chairman.

The recommendations shall be transmitted to the Board of Regents and the AAUP for their consideration by December 1, 1978.